

Marshalltown

PPME #2003 (Mixed)

7/1/2005 6/30/2008

THE CITY OF



AGREEMENT BETWEEN

THE CITY OF MARSHALLTOWN
ENGINEERING DIVISION, STREET DIVISION,
AND UTILITY DIVISION
OF THE PUBLIC WORKS DEPARTMENT;
AND THE SEWER DIVISION
OF THE WATER POLLUTION CONTROL PLANT

AND

PUBLIC, PROFESSIONAL & MAINTENANCE
EMPLOYEES
LOCAL UNION NO. 2003, IUPAT

JULY 1, 2005 - JUNE 30, 2008

**AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN
ENGINEERING DIVISION, STREET DIVISION, AND
UTILITY DIVISION OF THE PUBLIC WORKS DEPARTMENT;
AND THE SEWER DIVISION OF THE WATER POLLUTION CONTROL PLANT
AND THE
PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL UNION NO. 2003, IUPAT**

This Agreement is made and entered into this 1st day of July 2005, by and between the City of Marshalltown (Engineering Division, Street Division, and Utility Division of the Public Works Department; and Sewer Division of the Water Pollution Control Plant) Marshalltown, Iowa (hereinafter referred to as the Employer), and the Public, Professional and Maintenance Employees Local 2003 IUPAT (hereinafter referred to as the Union), and between the Employer and the Union on behalf of the employees in the Bargaining Unit recognized and described in Article 1 of this Agreement.

WITNESSETH:

It is the intent and purpose of this Employer and the Union to establish and promote harmonious and cooperative relations between the Employer, the Union, and the employees covered by this Agreement; to provide procedures for the peaceful and equitable adjustment of grievances; to prevent and prohibit all strikes and other interferences with operations during the term of this Agreement; and to set forth the entire agreement of the parties regarding wages, rates of pay, hours of employment, and other conditions of employment. The parties recognize that the best interest of the community and the job security of the employees of the Public Works Department and Sewer Division depends upon the Employer's success in establishing and maintaining effective, proper, and superior service to the community.

ARTICLE 1 - RECOGNITION, NON-DISCRIMINATION, CHECKOFF

Section 1.1

The Employer hereby recognizes the Union as the exclusive bargaining representative on subjects covered by Iowa Code Section 20.9 for all employees in the bargaining unit described as the Engineering Division, the Street Division, and the Utility Division of the Public Works Department and the Sewer Division of the Water Pollution Control Plant, as set forth in the Iowa Public Employment Relations Board Order of Certification No. 5844, which excludes all clerical, supervisory, professional, confidential, and all others excluded by the Act.

Section 1.2

- A) There will be no discrimination against, interference with, or restraint or coercion of any employee by the Employer because of the employee's membership in the Union or because of the activities on behalf of the Union that are lawful and not in violation of this Agreement.
- B) Neither the Union, nor its representatives, nor the employees represented by the Union will discriminate against, interfere with, intimidate, or coerce any employee because of such employee's desire or intent to join or refrain from engaging in Union activities.
- C) Employees will not engage in Union activities during working hours, except as provided in the grievance procedure. City property may be utilized for Union meetings after work hours. The site shall be arranged by mutual agreement coordinated through the Department Director for the department which seeks the meeting or the Public Works Director in the case of a group meeting.

The site shall be selected at a place not disruptive to the operation of the City and not during the working hours of other employees. Such property shall not be used more than once a month except during negotiations.

- D) Neither the Employer nor the Union shall discriminate against any employee or applicant for employment on account of race, color, sex, age, religious beliefs, disability, or national origin, in admission or access to, or treatment of employment in, its programs and activities. The Union Business representative for the Union and the City Personnel Director for the City of Marshalltown shall jointly coordinate compliance.

Section 1.3

The Employer shall deduct on the first pay day of the month from the wages of employees, for whom individually written requests have been submitted, union dues for the current month in the amount designated in writing by the Union to the Employer. The Employer shall remit the funds so deducted including a list of employees with said deductions to the appropriate official of the Union designated in writing by the Union for the receipt of such funds the week following deductions. An employee may terminate the dues checkoff at any time by giving thirty days written notice to the Employer and to the Union. The Employer shall have no obligation to deduct or collect monthly dues from a Bargaining Unit member whose net pay for the payroll period after all other deductions is insufficient to cover the total authorized deductions for that pay period. The Bargaining Unit member will hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligation.

ARTICLE 2 - EMPLOYER RIGHTS

Section 2.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, powers, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

Section 2.2

The Employer has the right to develop and place into effect work rules and regulations which are not in conflict with this agreement and shall provide the Union with copies of such work rules and regulations in advance of implementation for their comments.

ARTICLE 3 - NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4 - FEDERAL AND STATE LAW

This Agreement is executed by the Employer and the Union with the intent that it complies with all Federal and State laws. Should any valid Federal or State law or the final determination of any Board or Court of competent jurisdiction render illegal or unenforceable any provisions of this Agreement, such illegality or unenforceability will not affect the remainder of the provisions thereof and the parties will forthwith proceed to amend or modify any such provisions to rectify that which rendered it illegal or unenforceable.

ARTICLE 5 - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements shall be null and void.

ARTICLE 6 - UNION REPRESENTATIVE

Section 6.1

- (A) For the purposes of negotiating a new Agreement between the parties upon the expiration of this Agreement, the Employer recognizes a Union Bargaining Committee consisting of such members as the Union may designate.
- (B) The Union Bargaining Committee may, during the life of this Agreement, be called into deliberations involving a discussion or clarification of the intent of this Agreement or to negotiate a supplement to this Agreement. Any such meetings may be called only upon the agreement of both the Employer and the Union.

Section 6.2

For the purposes of handling grievances in accordance with the procedure set forth in Article 7 of this Agreement, and for handling other Union business, the Employer recognizes three stewards, only one from any Division; one of whom shall be the Chief Steward, being one of the regular stewards. A steward will represent the employees on his/her working shift. The Chief Steward will be assigned to work on a regular working shift, but may represent employees on any shift. The Union shall designate those individuals who are to be stewards and the Chief Steward.

Section 6.3

An employee who is discharged or suspended from work and who feels such discharge or suspension was not for just cause, may file a grievance with the Employer. Such a grievance shall be processed in accordance with Article 7 of this contract.

Section 6.4

The City will provide copies of relevant employee-related memos from the City Administrator or from Department Directors to the Chief Steward as well as to the Union's Business Representative. This shall not include any memos that may be considered confidential in nature.

ARTICLE 7 - GRIEVANCE PROCEDURE

Any dispute that may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be resolved in accordance with the following procedure. The following of the grievance process is mandatory; all remedies under the grievance process must be exhausted before any other legal action is taken.

Step 1. An employee and/or the Union Steward shall discuss a complaint or problem orally with their immediate supervisor within five workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion fails to resolve the complaint or problem, the employee and the Chief Steward after prior review by the Business Representative, shall present a grievance in writing to the Department Director, within five workdays following the oral discussion. The written grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. A meeting may be held between the grievant, the Chief Steward and the Department Director. The Department Director shall answer the grievance in writing within seven working days. The time limits for the step two meetings with the Union Business Representative may be extended by mutual agreement.

Step 3. If the grievance is still unsettled, the grievant and/or the Union Chief Steward may within five workdays by written notice to the City Administrator request a meeting with the City Administrator to involve the grievant, Business Representative, Chief Steward, Department Director and supervisor in an attempt to resolve the dispute i.e. mediation.

Step 4. If the grievance is still unsettled, the Union may, within seven workdays after the reply of the Employer, by written notice to the City Administrator, request arbitration.

These time lines may be extended upon mutual agreement except in the case of a pending or possible Civil Service hearing.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure.

Within seven workdays of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two parties shall alternately strike one name from the panel until only one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be equally paid by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

If the employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

ARTICLE 8 - EDUCATION AND TRAINING

Section 8.1

An employee being required by the Employer to attend classes in a work-related course of instruction shall have tuition and books for such classes paid for by the Employer and the employee shall not be denied a full day's pay. With mutual agreement between employee and the Supervisor, employee shall be excused from work either immediately before or after the schooling, but not in both cases.

Section 8.2

The Employer shall refund to the employee the cost of tuition for the completion of formally organized work-related course of instruction that is voluntarily taken by an employee and which meets the City's educational policy

If future changes are made to the City's Educational Policy those changes shall not substantially change any benefit that the employee would have received under the current contract language.

- (A) The course is conducted during a time period other than the employee's regular scheduled working hours.
- (B) The course is approved by the Department Director in writing in advance of the employee's enrollment period.
- (C) The course is completed by the employee with a passing grade.

Section 8.3

The Employer shall refund to the employee the reasonable cost of lodging and meals incurred, when traveling is necessary to attend a related course of instruction or training.

Section 8.4

Employees working as a Sewer Maintenance Worker I will be allowed to work out of classification, for training purposes, for a period not to exceed one (1) year, during which time he/she shall not be bound by the provisions in Article 14. After successful completion of the training period, as determined by the Director, he/she shall move to a Sewer Maintenance Worker II.

ARTICLE 9 - SAFETY AND HEALTH

Section 9.1

No employee shall be required to drive a City vehicle that does not comply with all State and City safety regulations.

Section 9.2

Clean, sanitary rest rooms shall be maintained by the Employer.

Section 9.3

Employees shall not misuse or deface City equipment or facilities.

Section 9.4

A Safety Committee shall be established composed of two representatives from the Bargaining Unit and two individuals selected by the Employer. The Committee shall attempt to meet quarterly to discuss possible safety problems and possible corrective measures for improvements. The Safety Committee shall also provide proposed plans and agendas for bi-annual employee safety meetings which may include all department employees.

ARTICLE 10 - SPECIAL PROVISIONS

Section 10.1

Employees who are not provided uniforms by the City, will be provided with a \$200 clothing allowance each contract year for shoes and clothes upon presentation of a proper receipt. The Employer will pay for steel-toed shoes of its selection when required by the Employer. Rain gear will be provided by the Employer. Paper coveralls will be provided for employees who are performing sealing and blacktop oiling.

The uniform committee will investigate uniform options and make recommendations to management. The Committee shall consist of: one Sewer division employee, one Street division employee, one Utility division employee, the Street Superintendent and the Sewer Superintendent. The Committee shall also investigate any problems with the clothing after it is furnished and any proposed changes to the current clothing provision.

Section 10.2

Employees shall not be expected to furnish cars for work, unless circumstances are such that all approved Department vehicles are in use or receiving maintenance, and transportation is needed for out-of-town trips or for special business. When an employee does use a private car for work, the employee will be paid mileage at the rate set forth in the IRS regulations.

Section 10.3

The Employer will pay for the difference in cost between a regular driver's license and a chauffeur's license or a Commercial Driver's license where individuals are required to have a chauffeur's license or CDL as a condition of employment. The City will only pay for CDL endorsements required in performance of work for the City.

Section 10.4

The Employer will pay the full cost of any License or Certification required to perform the duties within the City.

ARTICLE 11 - SENIORITY

Section 11.1

Seniority shall be based upon the beginning date of hire, in any positions for which full-time employees were hired, but shall not include any period of time exceeding sixty days in any one year during which they were absent from the service except for disability.

Section 11.2

A seniority list shall be posted and kept up-to-date by the Employer. A copy of the up-to-date list shall be mailed to the Local Union. Said seniority list shall contain the name and starting date of each employee.

Section 11.3

Upon initial employment, the employee shall serve a probationary period of six months. During that time, the employee may be subject to discharge for any reason and shall not have recourse to the grievance procedure. The probationary employee shall have a waiting period of six months for eligibility for any paid leave with the exception of sick leave and holiday.

ARTICLE 12 - JOB VACANCIES AND PROMOTIONS

Section 12.1

For the purpose of job bidding under this section, and layoffs under Article 13, such rights shall be exercised based on divisional seniority. The Public Works Department is composed of the Street Division, the Engineering Division, and the Utility Division, and in addition the Sewer Division of the Water Pollution Department constitutes a division. A seniority list for each division shall be maintained.

Section 12.2

Employer shall have sole discretion to fill a vacancy or vacancies. The Employer shall post notice of all vacancies within a division and the posting shall contain the minimum qualifications. Such a posting shall be in a designated place for three working days before such vacancy, including a newly created job classification in the division, will be filled. Present qualified employees within the division shall have the right to apply for such a position and have their application considered before applicants outside the division or new employees are considered. When more than one qualified employee is being considered to fill a vacancy and they have equal qualifications, divisional seniority shall control. The candidate selected to fill the vacancy shall be placed in the closest higher step in the new grade corresponding to his/her current salary. An applicant who does not exhibit competence to the satisfaction of the Employer to perform the duties of the new position within 30 working days shall be returned to their former position.

Section 12.3

Nothing in this Article precludes employees from submitting requests for transfers from one Department to another, nor does this Article preclude the Employer from considering such requests.

Section 12.4

If a Bargaining Unit employee is promoted to a Non-Bargaining Unit position, he/she shall lose all bargaining unit Seniority.

ARTICLE 13 - LAYOFFS AND RECALL

Section 13.1

When the work force is to be reduced for legitimate reasons the Employer shall notify the Union not less than 30 days in advance to discuss possible alternatives to a reduction in force.

Section 13.2

When a reduction of the work force in a division is required, the reduction shall be conducted within the division by layoff in a sequence of temporary employees, part-time employees, and probationary employees. If further layoffs are necessary they shall involve full-time employees based on reverse order of divisional seniority.

Section 13.3

Employees to be recalled shall be notified as far in advance as possible by notice in writing sent by Certified Mail, return receipt requested to the last known address. Employees recalled shall report to work no later than two weeks after receiving notice.

No new employees shall be hired until all Employees on lay-off have been given the opportunity to return to work. Laid-off employees shall have recall rights for a period of two years.

ARTICLE 14 - TEMPORARY TRANSFERS

An employee temporarily transferred to a higher classification shall be paid the higher hourly rate of pay; and if transferred to a lower classification temporarily, will receive their current hourly rate of pay.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

The normal work day shall be eight hours per day, Monday through Friday. The normal workweek shall be forty hours per week. The normal starting and ending periods for each department shall be published on the bulletin board in each department. Such starting times may, however, be changed by giving the employees notice of said change as soon as practical when the needs for such a change occur and, except in cases of emergency, by advising the affected employee by the shift preceding the change.

Section 15.1 - Four 10-hour days (Trial)

The employer and employees have discussed the possibility of working four 10-hour days per week during the summer construction season. This concept might provide a more efficient construction operation by reducing the amount of time spent mobilizing equipment and setting up work zones each day. The City's greatest concern is the ability to provide service to its customers Monday through Friday with the current available staff.

To evaluate the four 10-hour day concept, the employer and the employees agree to establish a committee for the purpose of identifying a test project or projects that might be done more efficiently by working four 10-hour days while maintaining a work force to meet the needs of the department Monday through Friday. The committee will consist of a blend of employees and management.

It is understood that while working the four 10-hour day work schedule, that Section 15.3 Overtime shall relate to hours worked in excess of the normal work day, either eight or ten hours, and 40 hours per week. If a holiday occurs during the four 10-hour day schedule, holiday pay shall be paid on the basis of an eight hour day.

The concept of four 10-hour days and the use of a committee to identify a project or projects

conducive to that schedule, shall be reviewed by both parties at a minimum of once every two months during the summer construction season, and can be terminated by either party by providing written notice to the other party.

Section 15.2- Rest periods.

To the greatest extent possible, employees shall receive two paid fifteen minute breaks during each workday.

Section 15.3 - Lunch breaks.

There shall be a minimum for all departments of one-half hour on an unpaid basis. Current practices regarding lunch breaks will be extended if they are in excess of this minimum.

Section 15.4 - Overtime.

Overtime payment shall be one and one-half times the employee's regular hourly rate of pay for all hours worked over eight hours per day or 40 per week.

If an employee is called into work on a Saturday or Sunday, the employee's normal workweek will not be reduced to avoid payment of overtime.

Work performed on Holidays shall be paid at one and one-half times the employee's regular hourly rate of pay plus eight hours of Holiday pay.

All paid leaves shall count as time worked for the purpose of computing overtime.

Section 15.5 - Call Back.

If an employee is called back to work after completing their regular eight hour day the employee shall be paid a minimum of two hours pay at one and one-half times the employee's regular hourly rate of pay.

Section 15.6 - Compensatory Time.

In lieu of overtime pay, an employee may elect to accrue compensatory time at the rate of one and one-half hours for each overtime hour worked.

Compensatory time may accrue up to one hundred (100) hours from the beginning of the second pay period that begins in September through the end of the first pay period that begins in September the following year. Unused compensatory time of more than 40 hours will be paid in the last pay period of September.

An employee may request payment for accrued compensatory time at any time by entering the number of hours of comp time payment requested on the employee's regular time sheet. Payment for those hours will be in the same check as the other hours on that time sheet.

Scheduling of compensatory time off shall be by mutual agreement between the immediate supervisor and the employee. Request for use of compensatory time off, shall not be unreasonably denied, however, it shall not be scheduled so as to be disruptive to the Employer's operation and schedule.

ARTICLE 16 - LEAVE OF ABSENCE

Section 16.1 - Personal Leave

A leave of absence for personal reasons may be granted to an employee upon advance written request of employee to the immediate supervisor. Leaves requested must be for good and sufficient reasons and are subject to the approval of the Department Director. The request for leave must be filed ten working days prior to the granting of the proposed leave, unless an emergency situation is prevalent, in which case the employee and the Department Director will work out an arrangement. A personal leave of absence shall not exceed thirty working days in any calendar year. If it becomes necessary, the employee may request that the leave be extended beyond the thirty working days, in which case the employee must apply for an extension of such leave to the Department Director prior to the expiration of the original leave of absence. During the period of absence, the employee shall not engage in gainful employment, unless such employment is approved by the Department Director. All personal leaves of absence will be without pay.

Section 16.2 - Bereavement Leave

In the event of a death in the employee's immediate family, an employee will be granted a paid bereavement leave up to three days [24 hours] in accordance with the following provisions:

- (A) The employee's immediate family is defined as a parent, parent-in-law, stepparent, grandparent, grandparent-in-law, spouse, child, stepchild, grandchild, brother, brother-in-law, stepbrother, half brother, sister, sister-in-law, stepsister, half sister, niece, and nephew.
- (B) To qualify for the leave, the employee must notify the Employer, take the time off, and attend the funeral.
- (C) The employee shall be paid on the basis of his/her regular straight hourly pay rate for the period of the bereavement leave.
- (D) An employee who must travel 250 miles or more each way to a funeral may be granted two extra days of leave to attend the funeral. These two extra days shall be charged against the employee's sick leave allowance. The employee shall confirm the travel distance and ability to use sick leave with the employee's supervisor before making the trip.

Section 16.3 - Jury Duty Leave

When official notification to appear for jury duty is received the employee shall notify the employee's supervisor as soon as possible. An employee called for jury duty will be excused from work during the time served and will receive his or her regular pay for the time he or she would have been scheduled to work. Upon release by the court the employee shall immediately report back to work and at that time shall present proof of jury duty. When the employee receives his or her juror's duty pay, the check(s) shall be endorsed and turned in to the City. Any reimbursement for personal mileage or expenses may be kept by the employee or shall be returned to the employee if included with the juror's duty pay check.

Section 16.4 - Returning from Leave

The Department Director or supervisor may give approval for an employee to return to work prior to the expiration of a leave of absence.

Section 16.5 - Family and Medical Leave Act

The City's Family and Medical Leave Act policy shall be followed.

ARTICLE 17 - SICK LEAVE

Section 17.1 - Sick Leave

An employee shall be entitled to sick leave with pay. Such leave shall be governed by the following provisions:

- A) Sick leave for probationary employees will accumulate from the first day of employment, but cannot be utilized during the first 30 days of employment.
- B) Sick leave credit shall accrue at the rate of one-half work day [4 hours] per two week pay period.
- C) Unused sick leave credit may be accumulated up to a maximum of 130 days.
- D) Paid sick leave shall not be charged in an amount smaller than 15 minutes.
- E) Sick leave shall accrue during the period of "sick leave with pay." Sick leave shall also accrue while an employee is on Workers' Compensation. Employees injured while on duty shall receive their regular pay while off work, and that time shall not be counted against their sick leave time. If reimbursement is received from a third party, as compensation for the employee's regularly scheduled work time lost because of a work-related illness or injury, the employee shall endorse the check and make it payable to the City.
- F) An employee eligible for sick leave with pay, may use such sick leave, upon approval of the Department Director, for absence due to illness, exposure to contagious disease, or injury. An employee on sick leave shall inform the Department Director or supervisor of the fact and the reason therefor as soon as possible; failure to do so within a reasonable amount of time may be cause for denial of pay for the absence. The Department Director or supervisor may require a doctor's certificate before approving sick leave with pay. In the event of an extended absence or serious injury or illness, the Department Director or supervisor may require a fitness-for-duty medical release before approving sick leave with pay or before allowing the employee to return to work.
- G) An employee will be entitled to payment of 25% of his/her accrued sick leave up to a maximum of 1,040 hours if the following qualifying criteria are met. An employee shall only be eligible for sick leave pay-out due to:
 - 1)a "Normal" retirement as defined by IPERS, **OR**,
 - 2) Disability (defined as becoming totally and permanently mentally or physically incapacitated for further performance of his/her regular duties as the result of an injury or disease and is not employed by the City in any other position), **OR**,
 - 3) Separation from employment with the City with 15 or more years of continuous full-time employment.

Section 17.2 - Returning From Leave

- (A) Failure of an employee to return to work at the end of authorized sick leave, or extension thereof, may be just cause to terminate the employee's seniority and employment with the Employer unless the employee can establish a reason acceptable to the Employer for not returning to work when expected.
- (B) An employee on sick leave may return to work prior to the expiration of the sick leave. Such employee shall give the Employer as much advance notice as possible of early return to work.

Section 17.3 - Sick Leave Subrogation Rights and Duties

The City of Marshalltown is obligated to pay certain benefits for sick leave and medical expenses concerning which, it may later be determined, a third party is responsible. In that event "subrogation" rights and duties are created. Subrogation means that the City of Marshalltown has a right to be repaid from money recovered from the negligent party. Accordingly, it is important for the employee to include as a part of his/her claim the sum of money represented by the sick leave taken and the medical expenses incurred. In this regard certain rights and duties are created.

First, the employee has a duty to include, as a part of the claim, the sum of money represented by the sick pay and medical expenses paid. Upon recovery of these sums reimbursement to the City of Marshalltown must be made.

Second, the City of Marshalltown has a right to pursue payment of the sick pay and medical benefits in the event the employee does not do so.

In regard to these rights and duties the following additional rules are agreed upon:

- (A) If sick leave is caused under circumstances creating a legal liability for damages against a third party, and if the employee or the employee's legal representative files a claim for any type of damages, or maintains an action for any type of damages, against a third party, the employee or employee's legal representative shall deliver a copy of the original notice or claim to the Employer within ten days after the claim is made or the action is filed.
- (B) If the employee's claim for damages includes lost wages covered by sick leave, the Employer shall be indemnified out of the recovery of damages to the extent of sick leave benefits paid to the employee by the Employer, except that the employee's attorney fees and out-of-pocket expenses shall first be deducted from the recovery.
- (C) If an employee fails to make a claim or bring an action for damages against a third party within 30 days after the Employer's written request to the employee do so, the Employer is subrogated to the rights of the employee and the Employer may make a claim or file an action against the third party and may recover damages to the same extent that the member may recover damages for the injury. The employee shall execute a subrogation agreement if requested by the Employer.
- (D) If the Employer should obtain a greater recovery than the amount necessary to reimburse the Employer for the payment of the sick leave payments, the Employer shall pay the remaining sum of money to the employee after deducting attorney fees and out-of-pocket expenses in connection with the enforcement of the claim.
- (E) Before a settlement is effective between the Employer and a third party who is liable for an injury, the employee must consent in writing to the settlement; and if the settlement is between the employee and a third party, the Employer must consent in writing to the settlement.
- (F) For purposes of this section, any payment made to an injured employee or to the employee's legal representative, by or on behalf of a third party or a third party's principal or agent, who is liable for, connected with, or involved in causing the injury to the employee, shall be considered paid as damages because the injury was caused under circumstances creating a legal liability against the third party, whether the payment is made under a covenant not to sue, a compromise settlement, a denial of liability or otherwise.
- (G) In the event that the Employer recovers money under this section, the total amount of money recovered by the Employer will be divided by the employee's regular hourly rate of pay to determine the sick leave recovery of the Employer, and the Employer will then add that many hours of sick leave to the employee's sick leave accumulation.

ARTICLE 18 - HOLIDAYS

Section 18.1

Employees shall receive eight hours pay for the following holidays not worked:

New Year's Day	Labor Day	Personal Day
Good Friday	Thanksgiving Day	Personal Day
Memorial Day	Floating Holiday	Personal Day
Fourth of July	Christmas Day	

Personal days may be taken at a minimum of one-quarter (1/4) hour increments.

If a holiday falls on a Saturday, time off for the holiday will be taken on a Friday, and if a holiday falls on a Sunday, time off for the holiday will be taken on a Monday.

The floating holiday will be determined by each Department Director with two weeks prior notice to affected employees.

Section 18.2

If employee works on a holiday, the employee shall receive payment for the number of hours worked on that day at the rate of one and one-half times the regular hourly rate plus eight hours holiday. An employee will not be eligible for personal day until after six consecutive months of employment.

Section 18.3

An employee shall forfeit the right to payment of any holiday if the employee has an unexcused absence on the last regular workday preceding the holiday or on the next regular workday following the holiday. An employee who is absent on their regular workday preceding the holiday and/or on their regular workday following the holiday for the reasons set out below, will not be disqualified for holiday pay by reasons of such absence:

- (A) A work incurred injury requiring the employee to be off duty.
- (B) Jury duty.
- (C) Confining illness of the employee, substantiated by a statement of the attending physician.
- (D) Absence authorized by the Employer by reason of illness or family emergency, occurring after an employee has reported for work on the day preceding or following a holiday.
- (E) Absence authorized by the Employer because of good and sufficient reason submitted by the employee.

ARTICLE 19 - VACATIONS

Section 19.1

Paid vacations will be granted to employees in accordance with the following schedule:

- At least one (1) year continuous employment - one (1) week [40 hours].
- At least two (2) years continuous employment - two (2) weeks [80 hours].
- At least five (5) years continuous employment - three (3) weeks [120 hours].
- At least twelve (12) years continuous employment - four (4) weeks [160 hours].

Employees hired prior to July 1, 2005, shall be allowed five weeks of vacation with 20 years continuous employment.

Years of total continuous employment are for the above vacation plan and shall be computed from the anniversary date of employment. The employee's anniversary date of employment will be the point at which the employee qualified for paid vacation and will be the point at which employee may commence vacation. An employee may carry one week of vacation over to the next vacation year.

Section 19.2

Vacation time shall normally be taken in one day [8 hour] increments. At the sole discretion of the employee's Supervisor or Department Director, vacation may be used in four [4] hour increments.

Section 19.3

Employees eligible for paid vacation shall submit their vacation preferences in writing to the employee's Supervisor or Department Director. The employer will respond to the employee's request within five working days. Vacation shall be on a first come, first served basis; once vacation is approved it shall not be disallowed because an employee with greater seniority has requested the same vacation period.

Nothing in the above stated policy precludes vacations being taken in one-day increments, as is current policy.

Section 19.4

All employees entitled to a paid vacation shall be paid for such vacation on the basis of their regular straight hourly pay rate. No employee shall receive vacation pay at an overtime rate.

Section 19.5

The vacation of an employee who enters into or returns from the Armed Forces of the United States shall be granted in accordance with the requirements of applicable Federal and State Laws.

Section 19.6

If an employee under this vacation plan is laid off by reduction of the work force, retires on length of service or due to disability arising in service from the line of duty, or resigns from a position of employment, earned vacation time during the year in which such event occurs shall be computed on a pro-rata basis and paid to the employee. Such pay will be considered as severance pay and will be paid in lieu of earned vacation. Resignations from employment must be submitted in writing to the employee's Department Director.

ARTICLE 20 - GROUP INSURANCE

Section 20.1

All full-time permanent employees and their dependents are eligible for coverage under the Employer's group insurance policy, which it has in force.

Section 20.2

A representative and alternate(s) from the Bargaining Unit shall be appointed by the Bargaining Unit and shall serve on the City's Employee Benefit Committee (as long as the Employee Benefit Committee is maintained by the City) to discuss and maintain group insurance benefits.

The representative shall attend all meetings of the Committee, or shall send an alternate representative, and shall act as a liaison between the Committee and the Union working toward group insurance coverage that will be acceptable and beneficial to the employees and to the City. Any significant changes in the group insurance plan would be pending approval of the Union.

Section 20.3

The Employer will pay eighty-five percent (85%) of the cost of insurance coverage, and the employee will pay fifteen percent (15%). The amount paid by the employee will be rounded to the nearest fifty cents (\$.50).

Section 20.4

Any payment that the employee may have to make on this group health insurance premium will be done through payroll deduction.

Section 20.5

An employee who works on a regular basis is eligible for health insurance coverage on the first day of the month coinciding with or immediately following the completion of one month of continuous employment in a class eligible for insurance coverage.

ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2005, and shall continue to remain in full force and effect until its expiration on June 30, 2008.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days from November 15, 2007, for the subsequent year.

This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

ARTICLE 22 - PRINTING OF AGREEMENT

The Employer will print this Agreement in booklet form and will provide all current Bargaining Unit employees with a copy of this Agreement.

ARTICLE 23 - WAGES

Section 23.1

The attached wage schedule shall go into effect the first day of July 2005.

Effective July 1, 2006, the base wage schedule in effect July 1, 2005, shall be adjusted by an increase in a range of no less than 2.75% nor greater than 3.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart as published by the Bureau of Labor Statistics.

Effective July 1, 2007, the base wage schedule in effect July 1, 2006, shall be adjusted by an increase in a range of no less than 2.75% nor greater than 3.25%. The increase shall be determined by the CPI-U Midwest Region April percentage for the 12-month percentage change chart as published by the Bureau of Labor Statistics.

Employees shall move to the next step on their anniversary date.

Classification of positions is outlined in Exhibit A.

ARTICLE 24 - PERFORMANCE EVALUATIONS

New employees shall be evaluated by their Supervisor prior to the end of six months of employment. After the initial six month evaluation all employees shall be evaluated at least annually by their supervisor approximately fifteen days prior to the anniversary date of their employment. Any changes to the evaluation form will be discussed with the Union before implementation.

EXHIBIT A

IUPAT UNION POSITION CLASSIFICATIONS

Electrician I - Utility Division	Grade 4
Electrician II - Utility Division	Grade 5
Engineering Aide	Grade 3
Engineering Technician	Grade 5
Mechanic - Street	Grade 5
Sewer Maintenance Worker I	Grade 3
Sewer Maintenance Worker II	Grade 5
Street Maintenance Worker II	Grade 3
Street Maintenance Worker III	Grade 4
Street Maintenance Worker IV	Grade 5

PAY SCHEDULES

EFFECTIVE 7/1/05 – 6/30/06 - 51¢ PER HOUR

	Step 1 Entry	Step 2 6 mo	Step 3 1 yr	Step 4 2 yrs	Step 5 3 yrs	Step 6 4 yrs	Step 7 5 yrs	Step 8 6 yrs	Step 9 10 yrs	Step 10 15 yrs	Step 11 20 yrs
Grade 1	\$12.96	\$13.88	\$14.14	\$14.54	\$14.81	\$15.25	\$15.40	\$15.55	\$15.71	\$15.77	\$15.82
Grade 2	\$13.27	\$14.23	\$14.49	\$14.90	\$15.20	\$15.64	\$15.80	\$15.95	\$16.11	\$16.17	\$16.22
Grade 3	\$13.74	\$14.73	\$15.02	\$15.46	\$15.77	\$16.25	\$16.42	\$16.59	\$16.75	\$16.81	\$16.86
Grade 4	\$14.35	\$15.40	\$15.70	\$16.20	\$16.53	\$17.06	\$17.25	\$17.43	\$17.59	\$17.65	\$17.70
Grade 5	\$14.97	\$16.09	\$16.42	\$16.94	\$17.32	\$17.88	\$18.09	\$18.29	\$18.45	\$18.51	\$18.56

**PUBLIC, PROFESSIONAL &
MAINTENANCE
EMPLOYEES,
LOCAL UNION NO. 2003,
IUPAT :**

**CITY OF MARSHALLTOWN
ENGINEERING DIVISION,
STREET DIVISION, AND
UTILITY DIVISION OF THE
PUBLIC WORKS DEPARTMENT;
AND SEWER DIVISION OF THE
WATER POLLUTION CONTROL
PLANT:**

BY: _____
Mike Scarrow
Business Rep., Local 2003

BY: _____
Floyd P. Harthun
Mayor

BY: _____
Dennis Akins
Chief Steward

BY: _____
Richard J. Hierstein
City Administrator

ATTEST: _____
Shari Coughenour
City Clerk

3 - EMPLOYEE BENEFITS

3.2 - Educational Assistance Policy

Effective 7/1/98

Attendance at seminars and meetings is covered by the City's Travel, Meal, Meeting, Conference and Seminar expense policy (Section 2.11).

Educational assistance shall be considered an employee benefit and shall be considered on a case-by-case basis. To be eligible an employee must be a regular City employee (no ending date for employment).

Classes shall relate to the employee's current position with the City, or logical career progression with the City except for the following paragraph. Core curriculum courses necessary for graduation but not truly relevant to the employee's position or anticipated career path will not generally be eligible, except under special circumstances core classes might be considered.

Recognizing the City's growing cultural diversity and the need for City employees to interact with Hispanics in the community, any regular City employee who wants to learn or improve Spanish may be eligible. Courses taken shall be through generally recognized sources, such as colleges, adult education, correspondence, or similar sources.

The **REQUEST FOR EDUCATIONAL ASSISTANCE** must be submitted to the employee's division/department director prior to school/course registration. Final approval or denial shall be given by the City Administrator in writing.

Approval of requests will be determined by many factors, including the City's budget. Employees are encouraged to submit requests for educational assistance one year prior to the course so that budgets can be planned. The employee will be responsible for initial payment of the course. After successful completion and proof that course requirements were completed with a passing grade, the employee may submit a bill. The City shall require a billing statement from the provider of the course showing the amount charged for the course and payments made for the course, less any funds the student may have received from grants, scholarships, or similar sources.

Employees receiving assistance under this policy **shall not** be reimbursed for books, mileage, meals, or lodging but may be eligible for tuition and lab fees.

Courses and study will be completed on the employee's own time or on vacation, personal, or compensation time already accumulated, however, with the Department Director's approval individual flex time arrangements may be accommodated.

If an employee who has received reimbursement terminates City employment within one (1) year of completion of the course, an amount equal to the full reimbursement must be repaid to the City. If an employee terminates within 2 years, 75% of the reimbursement must be repaid to the City and if termination occurs within 3 years, 50% of the reimbursement will be repaid to the City. A total permanent disability termination or layoff at the City's request will not require reimbursement.

The City shall follow guidelines established by the IRS concerning educational assistance as taxable income, but it shall be the employee's ultimate responsibility to determine the tax status of any educational assistance received from the City.

This policy shall not apply to classes necessary to meet required professional requirements such as Fire, Police, WPCP, Communication Operator certification, or other periodic recertifications.

REQUEST FOR EDUCATIONAL ASSISTANCE

Requests must be submitted and reviewed before registration/enrollment for the class.

Submit this request to your division/department director.

Final approval or denial shall be given by the City Administrator in writing.

Employee's Name: _____

Number of Years of Service as a regular City employee (Regular employees do not have a termination date at time of hire): _____

Your current position: _____

Name and location of the institution offering the class: _____

Name of the proposed class: _____

If you took this class, how would it benefit the City?

Costs for which you are requesting reimbursement (use a dollar amount for each item):

Do you qualify for any grants, scholarships, or similar sources that might reduce the cost of this class?

Yes ___ No ___ If the answer is yes, or if you are unsure, please explain:

PLEASE READ CAREFULLY THEN SIGN AND DATE:

If approval is given, I will be responsible for initial payment of the course and fees. After completion and proof that course requirements were completed with a passing grade, I may submit a bill from the provider of the course, showing the amount charged for the course and payments made for the course less any funds I may have received from grants, scholarships, or similar sources. I understand that employees receiving assistance under this policy shall not be reimbursed for books, mileage, meals, or lodging but may be eligible for tuition and lab fees. I understand that it shall be my responsibility to determine the tax status of any educational assistance received from the City. I understand that if I have received reimbursement through this policy and if I terminate my employment with the City within one (1) year of completion of the course, an amount equal to the full reimbursement must be repaid to the City. If I terminate my employment within 2 years, 75% of the reimbursement must be repaid to the City, and if I terminate employment within 3 years, 50% of the reimbursement will be repaid to the City. If reimbursement is required I authorize the City to deduct the appropriate amount from my paycheck(s). A total permanent disability termination or a layoff at the City's request will not require reimbursement.

Signature of employee

Date